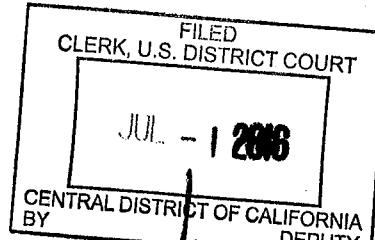


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11 Attorneys for Defendants Notations, Inc. and Ross Stores, Inc.

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MATRIX INTERNATIONAL TEXTILE,  
15 INC., a California Corporation,

16 Case No. 2:15-cv-09657-PA-Ex

17 Plaintiff,

18 **[PROPOSED] PROTECTIVE ORDER**

19 vs.

20 NOTATIONS, INC., a Pennsylvania  
21 Corporation; ROSS STORES, INC., a  
22 Delaware Corporation; and DOES 1  
23 through 10,

24 Defendants.

25 Complaint Filed: December 15, 2015  
26 Trial Date: January 10, 2017

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1       On stipulation of the Parties, the Court enters a Protective Order in this matter as  
2 follows:  
3  
4

5       1.     A. PURPOSES AND LIMITATIONS

6       Discovery in this action is likely to involve production of confidential,  
7 proprietary, or private information for which special protection from public disclosure  
8 and from use for any purpose other than prosecuting this litigation may be warranted.  
9 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
10 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
11 blanket protections on all disclosures or responses to discovery and that the protection it  
12 affords from public disclosure and use extends only to the limited information or items  
13 that are entitled to confidential treatment under the applicable legal principles. The  
14 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
15 Protective Order does not entitle them to file confidential information under seal; Civil  
16 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
17 will be applied when a party seeks permission from the court to file material under seal.  
18

19       B. GOOD CAUSE STATEMENT

20       This action is likely to involve trade secrets, customer and pricing lists and other  
21 valuable commercial, financial, and/or proprietary information for which special  
22 protection from public disclosure and from use for any purpose other than prosecution  
23 of this action is warranted. Such confidential and proprietary materials and information  
24 consist of, among other things, confidential business or financial information,  
25 information regarding confidential business practices or other commercial information  
26 (including information implicating privacy rights of third parties), information  
27 otherwise generally unavailable to the public, or which may be privileged or otherwise  
28 protected from disclosure under state or federal statutes, court rules, case decisions, or  
common law. Accordingly, to expedite the flow of information, to facilitate the prompt

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1 resolution of disputes over confidentiality of discovery materials, to adequately protect  
2 information the parties are entitled to keep confidential, to ensure that the parties are  
3 permitted reasonable necessary uses of such material in preparation for and in the  
4 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
5 of justice, a protective order for such information is justified in this matter. It is the  
6 intent of the parties that information will not be designated as confidential or highly  
7 confidential for tactical reasons and that nothing be so designated without a good faith  
8 belief that it has been maintained in a confidential, non-public manner, and there is  
9 good cause why it should not be part of the public record of this case.

10

11 2. DEFINITIONS

12 2.1 Action: the federal lawsuit titled *Matrix International Textile, Inc. v.*  
13 *Notations, Inc.* et al., 15-CV-09657-PA-E.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
17 it is generated, stored or maintained) or tangible things that qualify for protection under  
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of  
26 the medium or manner in which it is generated, stored, or maintained (including, among  
27 other things, testimony, transcripts, and tangible things), that are produced or generated  
28 in disclosures or responses to discovery in this matter.

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1       2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
3 expert witness or as a consultant in this Action.

4       2.8 HIGHLY CONFIDENTIAL or HIGHLY CONFIDENTIAL  
5 ATTORNEY'S EYES ONLY information or items: any information (regardless of how  
6 it is generated, stored or maintained) or tangible things that qualify for protection under  
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement for which disclosure to another party would result in harm to the Designating  
9 Party.

10      2.9 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13      2.10 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15      2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
16 this Action but are retained to represent or advise a party to this Action and have  
17 appeared in this Action on behalf of that party or are affiliated with a law firm which  
18 has appeared on behalf of that party, and includes support staff.

19      2.12 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22      2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24      2.14 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
27 their employees and subcontractors.

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1           2.15 Protected Material: any Disclosure or Discovery Material that is designated  
2 as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "HIGHLY  
3 CONFIDENTIAL – ATTORNEY'S EYES ONLY."

4           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6

7           3. SCOPE

8           The protections conferred by this Stipulation and Order cover not only Protected  
9 Material (as defined above), but also (1) any information copied or extracted from  
10 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
11 Material; and (3) any testimony, conversations, or presentations by Parties or their  
12 Counsel that might reveal Protected Material.

13           Any use of Protected Material at trial shall be governed by the orders of the trial  
14 judge. This Order does not govern the use of Protected Material at trial.

15

16           4. DURATION

17           Even after final disposition of this litigation, the confidentiality obligations  
18 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
19 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
20 later of (1) dismissal of all claims and defenses in this Action, with or without  
21 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
22 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
23 for filing any motions or applications for extension of time pursuant to applicable law.

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29           5. DESIGNATING PROTECTED MATERIAL

30           5.1 Exercise of Restraint and Care in Designating Material for Protection.

31           Each Party or Non-Party that designates information or items for protection under this  
32 Order must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. The Designating Party must designate for protection  
2 only those parts of material, documents, items, or oral or written communications that  
3 qualify so that other portions of the material, documents, items, or communications for  
4 which protection is not warranted are not swept unjustifiably within the ambit of this  
5 Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
7 are shown to be clearly unjustified or that have been made for an improper purpose  
8 (e.g., to unnecessarily encumber the case development process or to impose  
9 unnecessary expenses and burdens on other parties) may expose the Designating Party  
10 to sanctions.

11 If it comes to a Designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection, that Designating Party must  
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
15 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
16 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
17 must be clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "HIGHLY  
23 CONFIDENTIAL ATTORNEY'S EYES ONLY" (hereinafter  
24 "CONFIDENTIAL legend"), to each page that contains protected material. If  
25 only a portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (e.g., by  
27 making appropriate markings in the margins).

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1           A Party or Non-Party that makes original documents available for  
2 inspection need not designate them for protection until after the inspecting Party  
3 has indicated which documents it would like copied and produced. During the  
4 inspection and before the designation, all of the material made available for  
5 inspection shall be deemed "HIGHLY CONFIDENTIAL." After the inspecting  
6 Party has identified the documents it wants copied and produced, the Producing  
7 Party must determine which documents, or portions thereof, qualify for  
8 protection under this Order. Then, before producing the specified documents, the  
9 Producing Party must affix the "CONFIDENTIAL legend" to each page that  
10 contains Protected Material. If only a portion or portions of the material on a page  
11 qualifies for protection, the Producing Party also must clearly identify the  
12 protected portion(s) (e.g., by making appropriate markings in the margins).

13           (b) for testimony given in depositions that the Designating Party identify  
14 the Disclosure or Discovery Material on the record, before the close of the  
15 deposition all protected testimony.

16           (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on  
18 the exterior of the container or containers in which the information is stored the  
19 legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "HIGHLY  
20 CONFIDENTIAL – ATTORNEY'S EYES ONLY." If only a portion or portions  
21 of the information warrants protection, the Producing Party, to the extent  
22 practicable, shall identify the protected portion(s).

23           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party's right to secure protection under this Order for such material. Upon  
26 timely correction of a designation, the Receiving Party must make reasonable efforts to  
27 assure that the material is treated in accordance with the provisions of this Order.

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1       6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's Scheduling  
4 Order.

5       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7       6.3 The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
9 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
10 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
11 the confidentiality designation, all parties shall continue to afford the material in  
12 question the level of protection to which it is entitled under the Producing Party's  
13 designation until the Court rules on the challenge.

14

15       7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

16       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a Receiving  
21 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

22       Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
27 may disclose any information or item designated "CONFIDENTIAL" only to:

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(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

27       7.3    Disclosure of "HIGHLY CONFIDENTIAL" or "HIGHLY  
28 CONFIDENTIAL – ATTORNEY'S EYES ONLY" Information or Items. Unless

1 otherwise ordered by the court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated "HIGHLY  
3 CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY"  
4 only to:

5 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
6 as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8 (b) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11 (c) the court and its personnel;

12 (d) court reporters and their staff;

13 (e) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who  
15 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (f) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information; and

18 (g) any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation that  
24 compels disclosure of any information or items designated in this Action as  
25 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "HIGHLY CONFIDENTIAL –  
26 ATTORNEY'S EYES ONLY," that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification  
28 shall include a copy of the subpoena or court order;

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(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY," before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is

subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1       11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2       PROTECTED MATERIAL

3       When a Producing Party gives notice to Receiving Parties that certain  
4       inadvertently produced material is subject to a claim of privilege or other protection, the  
5       obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6       Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
7       may be established in an e-discovery order that provides for production without prior  
8       privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
9       parties reach an agreement on the effect of disclosure of a communication or  
10       information covered by the attorney-client privilege or work product protection, the  
11       parties may incorporate their agreement in the stipulated protective order submitted to  
12       the court.

13

14       12. MISCELLANEOUS

15       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16       person to seek its modification by the Court in the future.

17       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18       Protective Order no Party waives any right it otherwise would have to object disclosing  
19       or producing any information or item on any ground not addressed in this Stipulated  
20       Protective Order. Similarly, no Party waives any right to object on any ground to use in  
21       evidence of any of the material covered by this Protective Order.

22       12.3 Filing Protected Material. A Party that seeks to file under seal any  
23       Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
24       only be filed under seal pursuant to a court order authorizing the sealing of the specific  
25       Protected Material at issue. If a Party's request to file Protected Material under seal is  
26       denied by the court, then the Receiving Party may file the information in the public  
27       record unless otherwise instructed by the court.

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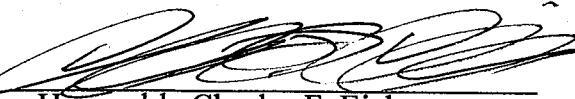
1       13. FINAL DISPOSITION

2       After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return all  
4 Protected Material to the Producing Party or destroy such material. As used in this  
5 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
8 must submit a written certification to the Producing Party (and, if not the same person  
9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
10 category, where appropriate) all the Protected Material that was returned or destroyed  
11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
12 compilations, summaries or any other format reproducing or capturing any of the  
13 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
14 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
15 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
16 work product, and consultant and expert work product, even if such materials contain  
17 Protected Material. Any such archival copies that contain or constitute Protected  
18 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

19  
20       14. Any violation of this Order may be punished by any and all appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.

22  
23 PURSUANT TO STIPULATED, IT IS SO ORDERED.

24  
25 Dated: 7/1/16

26 By: 

27  
28 Honorable Charles F. Eick  
United States Magistrate Judge

**Exhibit A**

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_ in the case of *Matrix International Textile, Inc. v.*  
8 *Notations, Inc.*, CV15-09657-PA-E. I agree to comply with and to be bound by all the  
9 terms of this Stipulated Protective Order and I understand and acknowledge that failure  
10 to so comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that is  
12 subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for  
15 the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print or type full  
19 address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_

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